

CONRAIL®



RECORDATION NO. 18357-D
FILED 1425

DEC 15 1993 -9 30 AM

INTERSTATE COMMERCE COMMISSION

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December 15, 1993

18357-D
-E

RECORDATION NO. 18357-E
FILED 1425

DEC 15 1993 -9 30 AM

INTERSTATE COMMERCE COMMISSION

Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue, NW
Washington, DC 20423

HAND DELIVERED

Re: Lease of Locomotives from First Security Bank of Utah to Consolidated Rail Corporation

Dear Mr. Strickland:

Enclosed are an original and two originally certified counterparts of two secondary documents described below. The primary and secondary documents to which these secondary documents relate are (1) a Lease Agreement, dated August 3, 1993, between First Security Bank of Utah, NA, as Owner Trustee, ("Lessor") and Consolidated Rail Corporation ("Lessee"), filed August 3, 1993 under ICC Recordation No. 18357, as supplemented by Lease Agreement Supplement No. 1 dated as of September 30, 1993 and filed under ICC Recordation No. 18357-B and (2) a Mortgage and Lease Assignment, dated August 3, 1993, among First Security Bank of Utah, NA ("Borrower") and Concord Asset Management, Inc. ("Lender"), filed August 3, 1993 under ICC Recordation No. 18357-A, as supplemented by Mortgage and Lease Assignment Supplement No. 1, dated as of September 30, 1993 and filed under ICC Recordation No. 18357-C. The enclosed documents are to be recorded pursuant to Section 11303, Title 49, of the United States Code.

The first enclosed secondary document is:

Lease Supplement No. 2, dated as of December 15, 1993, between First Security Bank of Utah, NA, and Consolidated Rail Corporation. The names and addresses of the parties to the document are as follows:

December 15, 1993

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Lease Supplement No. 2:

Lessee: Consolidated Rail Corporation
Two Commerce Square
2001 Market Street
PO Box 41425
Phila., PA 19101-25

Lessor: First Security Bank of Utah, NA, as Owner Trustee
Corporate Trust Department
79 South Main Street
PO Box 30007
Salt Lake City, UT 84130-0007

A description of the equipment covered by the aforesaid Lease is as follows:

Sixteen (16) General Motors EMD SD40-2 diesel electric locomotives bearing road numbers 6960, 6981, 6984 through 6986 (inclusive) and 6989 through 6999 (inclusive).

The second enclosed secondary document is:

Supplement No. 2 to Mortgage and Lease Assignment, dated as of December 15, 1993, between First Security Bank of Utah, NA, and Concord Asset Management, Inc. The names and addresses of the parties to the document are as follows:

Supplement No. 2 to Mortgage and Lease Assignment ("Security Agreement")

Borrower: First Security Bank of Utah, NA, as Owner Trustee
Corporate Trust Department
79 South Main Street
PO Box 30007
Salt Lake City, UT 84130-0007

Secured Party: Concord Asset Management, Inc.
One Norwalk West
40 Richards Avenue
Norwalk, CT 06858

Sixteen (16) General Motors EMD SD40-2 diesel electric locomotives bearing road numbers 6960, 6981, 6984 through 6986 (inclusive) and 6989 through 6999 (inclusive).

A fee of thirty-six dollars (\$36.00) is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

Cheryl A. Cook, Esq.
Consolidated Rail Corporation
Two Commerce Square
2001 Market Street
PO Box 41416
Phila., PA 19101-1416

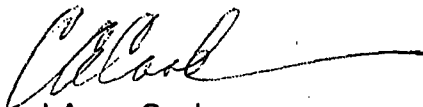
A short summary of the documents to appear in the index follows:

Lease Supplement No. 2: Lease Supplement No. 2, dated as of December 15, 1993, between First Security Bank of Utah, NA, as Owner Trustee, ("Lessor"), Corporate Trust Department, 79 South Main Street, PO Box 30007, Salt Lake City, UT 84130-0007 and Consolidated Rail Corporation ("Lessee"), Two Commerce Square, 2001 Market Street, PO Box 41425, Philadelphia, PA 19101-1425, covering sixteen (16) General Motors EMD SD40-2 diesel electric locomotives bearing road numbers 6960, 6981, 6984 through 6986 (inclusive) and 6989 through 6999 (inclusive).

Supplement No. 2 to Mortgage and Lease Assignment: Mortgage and Lease Assignment: dated September 30, 1993, among First Security Bank of Utah, NA ("Borrower"), Corporate Trust Department, 79 South Main Street, PO Box 30007, Salt Lake City, UT 84130-0007 and Concord Asset Management, Inc., the secured party ("Lender"), One Norwalk West, 40 Richards Avenue, Norwalk, CT 06858, covering sixteen (16) General Motors EMD SD40-2 diesel electric locomotives bearing road numbers 6960, 6981, 6984 through 6986 (inclusive) and 6989 through 6999 (inclusive).

If you have any questions regarding the foregoing, please contact the undersigned.

Very truly yours,



Cheryl Anne Cook
Associate General Counsel-Corporate
(215) 209 5042
(215) 209 4819 (FAX)

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Dear

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on at , and assigned
recording number(s).

Sincerely yours,

E-18357-D 18357-E

9/30/93

Secretary

SIDNEY L. STRICKLAND, JR.

Enclosure(s)

STL:

PHILA. PA. 19101-1418

P.O. Box 41416

2001 Market Street

Two Commerce Square

Consolidated Rail Corporation

Cheryl Cook, Esq.

12/15/93

RECORDATION NO. 18357 FILED 1425 ^F

DEC 15 1993 -9 30 AM

INTERSTATE COMMERCE COMMISSION

MORTGAGE AND LEASE ASSIGNMENT SUPPLEMENT NO. 2

Dated as of December 15, 1993

between

FIRST SECURITY BANK OF UTAH, N.A.

as the Borrower

and

CONCORD ASSET MANAGEMENT, INC.

as the Lender

FILED WITH THE INTERSTATE COMMERCE COMMISSION PURSUANT TO
49 USC § 11303 on _____, 1993 at ____:____.M.,
RECORDATION NUMBER _____ AND DEPOSITED WITH THE OFFICE
OF THE REGISTRAR GENERAL OF CANADA PURSUANT TO
§90 OF THE RAILWAY ACT OF CANADA ON _____, 1993
AT ____:____.M. RECORDATION NUMBER _____.

MORTGAGE AND LEASE ASSIGNMENT SUPPLEMENT NO. 2

Mortgage and Lease Assignment Supplement No. 2, dated as of December 15, 1993 ("Mortgage Supplement No. 2"), of First Security Bank of Utah, National Association, not in its individual capacity but solely as Owner Trustee (the "Borrower") in favor of Concord Asset Management, Inc. (the "Lender").

W I T N E S S E T H :

WHEREAS, the Mortgage and Lease Assignment dated as of August 3, 1993, as amended by the Mortgage and Lease Assignment Supplement No. 1 dated September 30, 1993, (the "Mortgage"), between the Borrower and the Lender provides for the execution and delivery of supplements thereto which shall particularly describe the Units (such term and other defined terms in the Mortgage being used herein with the same meanings), and shall specifically grant a first priority mortgage and security interest in the Borrower's interest in the Units to the Lender; and

WHEREAS, the Mortgage related to the Borrower's interest in the Units described in Annex A attached hereto and made a part hereof, and a counterpart of the Mortgage is attached to and made a part of this Mortgage Supplement; and

WHEREAS, the Borrower hereby acknowledges that the Units referred to in Annex A attached hereto and made a part hereof have been delivered to the Borrower and are included in the property of the Borrower covered by the terms and conditions of the Mortgage, subject to the security interest created thereunder;

NOW, THEREFORE, in order to secure the payment and performance of the Obligations (and in the case of principal and interest on the Notes, whether as scheduled or upon acceleration) and of all costs of collection and enforcement of the Obligations, the Borrower has mortgaged, pledged and assigned and hereby mortgages, pledges and assigns to the Lender, and hereby creates in and grants to the Lender, a continuing first priority mortgage and security interest in and to (and in each case excluding Excluded Payments):

(a) all of its right, title and interest in and to, but none of its obligations or liabilities respecting the Units described in the Annex A attached hereto, including all

additions, alterations, or modifications thereto or replacements of any part thereof, whenever made or performed or acquired and all other items of tangible personal property of any kind acquired by the Borrower in connection with the acquisition of the Units, in each case whether now owned by the Borrower or hereafter acquired, together with all logs, manuals and data and inspection, maintenance, modification, overhaul records (and all rights and interests therein that the Borrower may have) relating to the Units whether maintained pursuant to Applicable Law or otherwise;

(b) the Lease Supplement No. 2 dated the date hereof, a copy of which is attached hereto and all amounts of Rent (including Interim Rent, Basic Rent, Gross Rent and Supplemental Rent), insurance proceeds, sales proceeds, requisition, indemnity and other payments of any kind for or with respect to the Units or otherwise and all rights of the Borrower as Lessor to exercise any election or option or to make any decision or determination or to give any notice, consent or waiver or approval under or in respect of the Lease or to accept any surrender of any of the Units or any part thereof, as well as all rights, powers and remedies on the part of the Borrower as Lessor, whether arising under the Lease or by statute or at law or in equity or otherwise, arising out of an Event of Default;

(c) all tolls, rents, issues, profits, products, insurance proceeds, revenues and other income of the property subject or required to be subject to the Lien of the Mortgage.

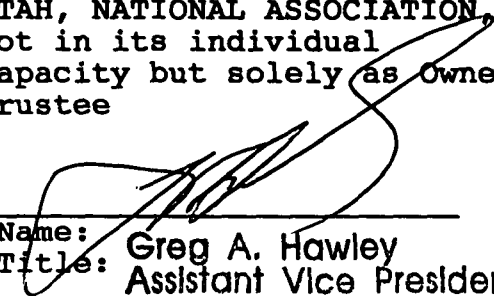
To have and to hold all and singular the aforesaid property unto the Lender, its successors and assigns, and for the uses and purposes and subject to the terms and provisions set forth in the Mortgage.

This Supplement shall be construed as supplemental to the Mortgage and shall form a part thereof, and the Mortgage is hereby incorporated by reference herein and is hereby ratified, approved and confirmed and terms not otherwise defined herein shall have the meaning provided in the Mortgage.

This Supplement is being delivered in the State of New York and shall be in all respects, including all matters of construction, validity and performance, be governed by, and construed in accordance with, the laws of the State of New York, without regard to any choice of law principle that would dictate the application of the law of another jurisdiction.

IN WITNESS WHEREOF, the Borrower and the Lender have caused this Supplement No. 2 to be duly executed by one of its duly authorized officers, as of the day and year first above written.

FIRST SECURITY BANK OF
UTAH, NATIONAL ASSOCIATION,
not in its individual
capacity but solely as Owner
Trustee

By 
Name: Greg A. Hawley
Title: Assistant Vice President

CONCORD ASSET MANAGEMENT, INC.

By _____
Name:
Title:

IN WITNESS WHEREOF, the Borrower and the Lender have caused this Supplement No. 2 to be duly executed by one of its duly authorized officers, as of the day and year first above written.

FIRST SECURITY BANK OF
UTAH, NATIONAL ASSOCIATION,
not in its individual
capacity but solely as Owner
Trustee

By _____
Name:
Title:

CONCORD ASSET MANAGEMENT, INC.


By R.L.T.
Name:
Title: ROBERT L. THOMAS
Vice President

Annex A to Mortgage
and Lease Assignment
Supplement No. 2

<u>Equipment Description</u>	<u>Quantity</u>	<u>Identification Numbers</u>
GM SD40-2 Locomotives	16	6960, 6981, 6984 through 6986 (inclusive) and 6989 through 6999 (inclusive)

STATE OF CONNECTICUT)
 : ss.:
COUNTY OF FAIRFIELD)

On the 10th day of December , 1993 before me personally came Robert L. Thomas to me known and being duly sworn did depose and say that he resides at 86 Edward Street, Fairfield, CT 06430, and that he is the Vice President of Concord Asset Management, Inc., the corporation described in and which executed the above instrument and that he signed his name thereto by order of the Board of Directors of such corporation.




Notary Public

My Commission Expires March 31, 1994

STATE OF UTAH)
)
COUNTY OF SALT LAKE) ss:

On December 10, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared Greg A. Hawley, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument as the Assistant Vice President of First Security Bank of Utah, National Association, not in its individual capacity, but solely as Trustee, or on behalf of the national association therein named, and acknowledged to me that the national association executed this instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.


Notary Public in and for Said State

My Commission Expires:

[Notarial Seal]

